



**INTERNET DATA EXCHANGE (IDX)
 DOWNLOADING AGREEMENT
 Multiple Listing Service, Inc
 of Montgomery Area Association of REALTORS®**

8-31-01.BOD

CHECK ONE OF THESE TWO BOXES:

MY FIRM IS AN INTERNET DATA EXCHANGE (IDX) SUBSCRIBER. I understand that I am hereby giving every other IDX Subscriber of the Multiple Listing Service, Inc. of the Montgomery Area Association of REALTORS®, hereinafter referred to as MLS, permission to advertise my active and pending MLS listings on their own web site, subject to the Rules and Regulations of the Multiple Listing Service, Inc. Other brokers are not obliged to display my listings. I authorize MLS to distribute my active and pending listing data to other IDX Subscribers pursuant to Rules and Policies of the MLS.

Other brokers may display my listings' addresses

Other brokers may not display my listings' addresses

Please note: If you fail to check either option contained herein you shall be deemed to have checked the first option which provides that "Other brokers may display my listings' addresses".

MY FIRM IS NOT AN INTERNET DATA EXCHANGE (IDX) SUBSCRIBER. I understand this means that IDX Subscribers will not be permitted to display my listings on their web sites. I further understand that my firm will receive no benefits under the IDX program of MLS. My firm is not allowed to display the listings of other brokers unless I receive permission from them individually to do so.

Members shall not electronically transfer data from MLS' database to the member's own database (download) for any purpose, including republishing on the internet, without executing an MLS Downloading Agreement and abiding by the IDX Guidelines specified in MLS Rules & Policies.

MLS, _____ a member of MLS,
 MEMBER NAME

and _____
FILL IN NAMES OF ALL THIRD PARTY COMPUTER EXPERTS OR CONSULTANTS ("CONSULTANT" USED IN CONNECTION WITH DOWNLOADING.
 Please note that any such Computer Experts or Consultants must sign this Agreement agreeing to be bound by the terms and conditions contained below)

HEREBY AGREE AS FOLLOWS:

- 1. GRANT OF LICENSE.** MLS hereby grants Member a license to electronically transfer data from MLS' database to the Member's own database ("download") commencing as of date hereof and terminating as hereinafter specified.
- 2. WARRANTY THAT CONSULTANT IS PARTY TO THE AGREEMENT.** Member hereby warrants that the name(s) of any and all third party computer experts, consultants, or Internet Service Providers (collectively, "Consultant") who will provide services in connection with the use of the MLS data provided for herein or on behalf of Member in connection with this Agreement who are not employees of Member are listed above as a party to this Agreement.
- 3. CONSULTANT NOT TO TAKE DATA FROM MEMBER'S POSSESSION.** Member agrees not to permit Consultant to take, use or disseminate and Consultant agrees not to take, use or disseminate any data whatsoever from MLS' database from Member's possession or control either during the time Consultant is performing services for Member, or thereafter other than for the limited purpose of providing services on behalf of Member.
- 4. DATA TO BE RETAINED BY MEMBER SUBJECT TO MLS' RULES.** Member agrees to retain in Member's possession all data transferred pursuant to this Agreement. Member further agrees that all MLS Rules and Bylaws applying to displaying other Brokers' listings, including, but not limited to, the Broker Reciprocity Policy of the MLS shall be followed by Member. Member understands that these rules will apply whether the data is processed by the Member and/or if data is processed by a third-party computer expert/consultant.
- 5. DOWNLOADING PROCEDURE.** The process and procedure for downloading shall be by such equipment and procedure as may be determined by MLS from time to time in its sole discretion.
- 6. REPUBLICATION OF DATABASE.** Member may republish all or a portion of MLS' database in strict compliance with MLS' current Rules and policies on an Internet site controlled by Member and advertised as Member's Internet site.
- 7. RIGHT TO TERMINATE LICENSE.** MLS shall have the right at any time and in MLS' sole discretion to terminate the right to transfer data forthwith upon written notice to Member. Delivery of such written notice to Member shall constitute delivery of said written notice to Consultant. Both Member and Consultant agree to immediately cease downloading and displaying upon receipt of such notice.

8. **TERMINATION OF MEMBERSHIP.** Upon termination of membership or transfer to inactive status, Member shall either deliver all portions of data theretofore transferred from MLS' database (downloaded) by Member to MLS, or, if MLS approves the delivery in writing, to another member of MLS and to immediately cease downloading and displaying such data.

9. **ORDER OF SIGNATURE OF AGREEMENT.** This Agreement shall be signed in triplicate by the Member, and any and all Consultants performing services on behalf of Member in connection with this Agreement. Member warrants and represents that all such Consultants have executed this Agreement.

10. **MLS DATALINK.** Upon the Member's written request, MLS will set up a datalink that the Member or their Consultants may use to download listings and photographs for their IDX website. The cost of this MLS service is a one-time charge of \$100.00 paid in advance with 3 free changes subsequent to setup and \$25.00 per change thereafter. The datalink pulls listings in an ASCII text (pipe delimited) format and photos in a .jpg/jpeg format.

11. **COMPLIANCE WITH AGREEMENT.** Any violations of the IDX Downloading Agreement or Rules will result in MLS first notifying the Member with a deadline for correction of problems. Failure to bring the website into compliance with the IDX Downloading Agreement and/or Rules will be subject to fine(s) for every day subsequent to the correction deadline and possible action by the MLS Board of Directors as provided for in the MLS Rules and Policies. Notwithstanding the foregoing, MLS in its sole discretion, reserves the right to require that Member cease transferring data forthwith as provided for above.

12. MLS prohibits display of confidential data fields intended for cooperating brokers rather than consumers.

A. The following fields are required:

1. **RESIDENTIAL** -- MLS#, Listing Status, Listing Price, Bedrooms, Full Baths, Half Baths, Listing Office Name, Other Listing Office Name
2. **LOTS, ACREAGE & FARMS** -- MLS#, Listing Status, Listing Price, Total Acres, Listing Office Name, Other Listing Office Name
3. **IMPROVED COMMERCIAL** -- MLS #, Listing Status, Listing Price, Listing Office Name, Other Listing Office Name
4. **MULTI-FAMILY** -- MLS #, Listing Status, Listing Price, Listing Office Name, Other Listing Office Name,

B. The following fields are optional:

1. **RESIDENTIAL** - Acceptable Terms, Area, Assoc/Condo Fee Includes, Assoc/Condo Management, Bath Features, Building Frontage/Lot Access, City, Condo/Community Features, Construction, Cooling, County Name, Dining Area, Elementary School, Energy Features, Equity, Exterior Features, Fireplace, Floor Plan, Floors, Foundation, Heating, High School, Interior Features, Junior High School, Kitchen Features, Listing Agent Name, Listing Agent Phone, Listing Office Phone, Lot Dimensions, New Construction, Other Listing Agent Name, Other Listing Agent Phone, Other Office Phone, Parking, Rooms, Sewer, Source of Square Footage (Must Display if Displaying Square Footage), Square Footage, Street Number and Street Name, Subdivision Name, Subtype, Total Acres, Utilities, Warranty, Water, Water Heater, Year Built, Zip Code
2. **LOTS, ACREAGE & FARMS** -- Access, Add'l Information, Area, Assoc Fee/Condo Fee/Other Fee, Assoc/Condo Fee Includes, Assoc/Condo Management, Bedrooms, City, Condo/Community Amenities, County Name, Current Total Taxes, Directions to Property, Elementary School, Equity, Existing Zoning, Full Baths, Half Baths, High School, Improvements, Junior High School, Listing Agent Name, Listing Agent Phone, Listing Office Phone, Lot Description, Lot Dimensions, Miscellaneous, Number of Lots, Other Listing Agent Name, Other Listing Agent Phone, Other Office Phone, Possible Terms, Price/Acre, Restrictions, Road Frontage Feet, Street/Lot Number and Street Name or Community/Route/Box Number, Subdivision Name, Subtype, Surrounding Area, Township/Range/Section, Use for Zoning, Utilities Available, Utilities on Site, Vegetation, Water Frontage Feet
3. **IMPROVED COMMERCIAL** -- # Buildings, # Stories, # Truck Doors, Acceptable Financing, Add'l Information, Annual Operating Expenses, Area, Average Utilities, Building Construction, Ceiling Height, City, Commercial Industrial Features, Cooling, County Name, Dock Height, Equity, Expenses Included, Floors, Frontage Type, Gross Annual Income, Gross Square Footage, Heating, Listing Agent Name, Listing Agent Phone, Listing Office Phone, Location, Lot Dimensions, Miscellaneous, Other Listing Agent Name, Other Listing Agent Phone, Other Office Phone, Parking Spaces, Remaining Lease Years, Road Frontage, Street Number and Street Name, Subtype, Total Taxes, Traffic Count, Transaction, Type Business/Building, Use Per Zoning, Utilities Available, Zip Code, Zoning
4. **MULTI-FAMILY** -- Acceptable Terms, Annual Insurance, Annual Taxes, Apartment Name, Area, Association Fee/Condo Fee/Other Fee, Baths Units 1-4, Bedrooms Units 1-4, City, Construction, Cooling, County Name, Design, Dining Area, Driveway, Equity, Extras, Floors, Foundation, Gross Annual Income, Half Baths Units 1-4, Heating, Information, Kitchen Features, Lease Terms, Listing Agent Name, Listing Agent Phone, Listing Office Phone, Net Annual Income, New Construction, Other Listing Agent Name, Other Listing Agent Phone, Other Office Phone, Owner Expense, Parking, Rent Units 1-4, Rooms, Sewer, Street Number and Street Name, Tenant Expenses, Total Units, Unit Type, Utilities, Warranty, Water, Water Heater, Zip Code

C. The following fields are prohibited:

1. **RESIDENTIAL** -- Agency and Commission Information (Buyer Dual Agency Commission, Exclusive Agency, Maximum Seller Contribution, Subagency, Transaction Broker Commission, Subagency-Transaction Broker-Buyer Agency-Dual Agency, Transaction Broker Listing) All Financial Information (1st Mortgage Amount, Appraised Value, Assumable 1st Monthly Payment, Assumable Y/N, Interest Rate on 1st Loan, Interest Rate on 2nd Loan, Total Assumable Payments, Type Appraisal, Years Remaining 1st Loan, Years Remaining 2nd Loan,) Appointment

Phone, Assumptions, Existing Financing, Expiration Date, Legal (Lot/Block/Plat, Etc), List Date, Listing Agent ID, Listing Office Code, Listing Office ID, Other Listing Agent ID, Other Listing Office Code, Other Listing Office ID, Owners Name, Parcel Number or County Records, Payment Includes, Photo Code, Possession, Remarks, Showing Instructions

2. LOTS, ACREAGE & FARMS – Agency Information-Commission (Buyer Dual Agency Commission, Exclusive Agency, Maximum Seller Contribution, Subagency-Transaction Broker Commission, Subagency-Transaction Broker-Buyer Agency-Dual Agency, Transaction Broker Listing)

1st Mortgage Amount, Current Financing, Expiration Date, Legal (Lot/Block/Plat, Etc), List Date, Listing Agent ID, Listing Office Code, Listing Office ID, Other Listing Agent ID, Other Listing Office Code, Other Listing Office ID, Owners Name, Parcel Number or County Records, Photo Code, Possession, Remarks

3. IMPROVED COMMERCIAL – All Financial Information (1st Mortgage Amount, 2nd Mortgage Amount, Assumable 1st Monthly Payment, Assumable 2nd Monthly Payment, Assumable Y/N, Interest Rate on 1st Loan, Interest Rate on 2nd Loan, Total Assumable Payments, Years Remaining 1st Loan

Agency Information-Commission (Buyer Dual Agency Commission, Exclusive Agency, Maximum Seller Contribution, Subagency-Transaction Broker Commission, Subagency-Transaction Broker-Buyer Agency-Dual Agency, Transaction Broker Listing)

Appointment Phone, Assumptions, Expiration Date, Legal (Lot/Block/Plat, Etc), List Date, Listing Agent ID, Listing Office Code, Listing Office ID, Other Listing Agent ID, Other Listing Office Code, Other Listing Office ID, Owners Name, Parcel Number or County Records, Photo Code, Possession, Remarks, Showing Instructions

4. MULTI-FAMILY— All Financial Information (Assumable Y/N, Assumable 1st Monthly Payment, 1st Mortgage Amount, Interest Rate on 1st Loan, Years Remaining 1st Loan, Total Assumable Payments, Total Existing Mortgage, Interest Rate on 2nd Loan, Years Remaining 2nd Loan)

Agency Information-Commission (Maximum Seller Contribution, Subagency-Transaction Broker-Buyer Agency-Dual Agency, Subagency-Transaction Broker Commission, Buyer Dual Agency Commission, Exclusive Agency, Transaction Broker Listing)

Appointment Phone, Assumptions, Existing Financing, Expiration Date, Legal (Lot/Block/Plat, Etc), List Date, Listing Agent ID, Listing Office Code, Listing Office ID, Other Listing Agent ID, Other Listing Office Code, Other Listing Office ID, Owners Name, Parcel Number or County Records, Payment Includes, Photo Code, Possession, Remarks, Showing Instructions

13. All listings must include the full name of the listing office as listed in MLS.

14. Data displayed will not be modified in any manner. Actual data will not be modified when parsing to create a narrative. Listing Information will not be misrepresented in any fashion.

15. Any display of other Participants' listings must indicate the source of the data being displayed. Participants are required to refresh all downloads and refresh all data at least once every fourteen (14) consecutive calendar days and display update on the site reflecting the date MLS data was updated. (Sample Statement: "The MLS data was updated on MM/DD/YY")

16. MLS prohibits sharing of the MLS database with any unauthorized third party and will require Participants to indicate on their websites that the data being provided is for consumers' personal, non-commercial use and will not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

17. The amount of data/number of listings that consumers may retrieve or download in response to an inquiry is limited to 25.

18. MLS Bylaws, Rules and Regulations continue to apply to the database even though it may be processed by the member's Internet server.

19. The IDX website must include the following and must be on each viewable or printable page in which other MLS listings are displayed under IDX:

- A. Fair Housing and MLS logos
- B. Disclaimer that "Information herein is believed to be accurate and timely, but no warranty as such is expressed or implied"
- C. The statement: "Listing Information Copyright <YEAR> Multiple Listing Service, Inc. of Montgomery Area Association of REALTORS®, Inc."
- D. The statement: "The information being provided is for consumers' personal, non-commercial use and will not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing."
- E. Any display of other Participants' listings must indicate the source of the information being displayed: "The data relating to real estate for sale on this web site comes in part from the IDX Program of the Multiple Listing Service, Inc. of Montgomery Area Association of REALTORS® Inc. Real estate listings held by brokerage firms other than <Website Owner> are governed by MLS Rules and Regulations and detailed information about them includes the name of the listing companies."

20. ATTORNEY'S FEES Member and/or Consultant agrees to pay the reasonable attorneys fees and cost in the event MLS employs an attorney arising out of Member's and/or Consultant's actions or inactions hereunder.

21. CONSULTANTS Consultant by joining herein agrees to be bound by the terms and conditions of this Agreement and agrees that in the event it should be in default under this Agreement that MLS shall be entitled to such rights and remedies as may be available under law including damages, incidental damages as well as injunctive relief.

22. MISCELLANEOUS This Agreement shall be construed and interpreted under the laws of the State of Alabama. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein. There shall be no inference or rule of construction which shall apply based on the fact or circumstance that any party

or their counsel drafted any or all of the provisions of this Agreement. No person shall be deemed to possess any third-party beneficiary right pursuant to this Agreement. It is the intent of the parties hereto that no direct benefit to any third party is intended or implied by the execution of this Agreement.

DATED this _____ day of _____

MEMBER _____

URL _____

By: _____ Email Address _____

QUALIFYING BROKER/PARTICIPANT _____

By: _____ Email Address _____

THIRD PARTY COMPUTER EXPERTS OR CONSULTANTS:

_____ (CONSULTANT) EMAIL ADDRESS: _____

By _____

_____ (CONSULTANT) EMAIL ADDRESS: _____

By _____

_____ (CONSULTANT) EMAIL ADDRESS: _____

By _____

MULTIPLE LISTING SERVICE, INC.:

By: _____

Email Address _____